

***Request for Proposals:  
Development of Regional Drinking Water Quality Management Plans  
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May 20, 2004

You are invited to submit a proposal in accordance with the attached Statement of Work for the development of regional drinking water quality management plans for the CALFED Bay-Delta Program solution area. The program divides the solution area into five regions; the San Joaquin Valley, Sacramento Valley, San Francisco Bay Area, Delta, and Southern California. We anticipate funding at least one regional plan in each region as an initial exploration into the process and institutional issues of regional planning for drinking water quality. We recognize that the five regions cover large areas, therefore proposals for sub-regions organized around common drinking water sources or tributaries, common watersheds, or overlapping infrastructure are strongly encouraged.

Under an interagency agreement with the California Department of Water Resources, the Association of Bay Area Governments (ABAG) and the San Francisco Estuary Project (SFEP) provide technical and administrative support for the CALFED Bay-Delta Program Drinking Water Quality Program (CALFED DWQP). Any contract resulting from this solicitation will be negotiated by ABAG, SFEP and the CALFED DWQP and administered by ABAG.

**I. Background**

The CALFED Bay-Delta Program's mission is to develop and implement a long-term comprehensive plan that will restore ecological health and improve water management in the Bay-Delta. The actions contained in the CALFED plan, adopted under the ROD in August 2000, provide the foundation for a comprehensive approach to restoring the ecological health of the Bay-Delta, while improving water management for all beneficial uses.

The CALFED ROD adopted a target for providing safe, reliable, and affordable drinking water in a cost-effective way, to achieve either: (a) average concentrations at Clifton Court Forebay and other southern and central Delta drinking water intakes of 50 µg/L bromide and 3.0 mg/L total organic carbon, or (b) an equivalent level of public health protection using a cost-effective combination of alternative source waters, source control and treatment technologies. The program also addresses the impacts of salinity, pathogens, turbidity, nutrients, taste, and odor on municipal water supplies. The ROD includes a commitment to rely on local leadership to implement the program. The work funded through this Request for Proposals will assist CALFED in better understanding regional needs and the relationship between regional and statewide actions.

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Local and regional water districts and agencies currently plan for future water supply needs. The CALFED DWQP anticipates that a regional drinking water quality management plan would utilize local knowledge, including water supply planning and water quality analyses, to determine their future water quality status and to determine if changes to water supplies or infrastructure are needed to meet water quality goals. Local entities within a region that have overlapping infrastructure, water sources or watersheds in common, or share similar water problems are encouraged to work with existing regional entities to identify regional water quality principles, problems and strategies for solutions. A regional plan should include representative entities within that region, but does not need to include every entity within a region. One water source must be the Sacramento-San Joaquin Delta or its watersheds.

**II. Services Required**

The Contractor shall perform all aspects of the required work as described in the attached Statement of Work. The Contractor must be a water district, local government agency, or non-profit organization.

**Proposal Identification Number (PIN):** Prior to submitting a proposal, applicant must obtain an application number by calling 510-622-2304 where a staff member will assign the applicant a PIN. Proposals submitted without a PIN will be considered non-responsive. Applicant must provide title of project and lead agency for identification purposes. The PIN must be included on each page of the proposal.

**III. Scope of Work and Time Frame**

Contracts will be for less than one year. Anticipated starting dates will be around June of 2004 and a draft report must be completed by the end of May 2005. Refer to attached Statement of Work for detailed elements.

**IV. Available Funding**

Up to \$850,000 in funding is available. Contracts will be for a minimum of \$50,000 and a maximum of \$250,000. Proposals must be budgeted within these limits.

**V. Sample Subcontract**

A sample contract is attached to this RFP. It includes terms and conditions that will be applied to any contract prepared pursuant to this RFP.

**VI. Selection Procedure**

Every proposal will be evaluated according to the criteria below. Numerical scores will be tabulated for each offer.

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- 1) Qualifications and Experience - The Contractor will be evaluated based on the level of experience and background in performance of similar projects/programs.
- 2) Proposal - The Contractor will be evaluated based on the adequacy of the submitted approach to fulfill the goal and objectives of this Request for Proposal (RFP).
- 3) Other Factors - Several additional factors will be considered in the RFP selection process, but have not been assigned point values, including:
  - Proposals must respond to all the requirements of the RFP, and must include all information specifically required in all sections of the RFP.
  - Award of contract may not be made to any Contractor unless an agreement can be secured for all general and special contract provisions.
  - Award will not be made to a Contractor whose proposed period of performance is not within a period of time acceptable to the SFEP.

**VII. Contract Award**

Contract award shall be made to the responsible Contractors whose proposals are most qualified based on evaluation factors stated in Section VI. Our objective is to fund the development of at least one regional water quality management plan in each of the regions stated in Section 1, in order to further define the regional planning process for the Drinking Water Quality Program.

This RFP does not commit ABAG to award a contract. We reserve the right to reject any or all proposals received in response to this request. Contractor is informed that the award of any contract as the result of this solicitation is contingent upon the availability of Federal and State funds.

**VIII. What to Submit**

To provide an objective, fair review of all proposals, the submittals are to include only the following information:

- 1) Transmittal Letter - Normal transmittal letter, covering highlights and unique features of your proposal.

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Length: **One (1) page maximum.**

2) Office Address - Provide the office address of the lead agency.

3) Statement of Work - Provide a definitive proposal to accomplish the requirements as stated in this RFP. Using past experience and current expertise, submit procedures or methods on how to achieve the stated goal and objectives of this proposal. Identify project leaders within each organization participating in the project.

Length: **Three (3) pages maximum.**

4) Project Organization – Provide a brief summary of the relationships of the participating organizations, based on their ties to shared water resources or infrastructure.

Length: **One (1) page maximum.**

5) Project Team Qualifications- Provide resumes of key project team members and describe percentage of time commitment of key staff.

6) Specialized Experience - Provide a summary of water supply and water quality planning efforts over the last 10 years for each of the participating organizations.

Length: **One (1) page per agency maximum.**

7) Project budget - Provide a complete project budget including direct hours, billing rates, overhead and other indirect costs, other direct costs such as equipment, supplies, etc Length: **One (1) page maximum.**

8) Examples of your work - Provide two (2) documents or articles that clearly demonstrate experience in water supply or water quality planning, and/or experience in looking at regional water supply/water quality issues. Length: **Optional.**

All applications must be submitted in hard copy and as an electronic MS Word, Word Perfect, PDF or HTML document. We require one hard copy of your proposal package. **Proposals are due in the SFEP offices Monday, June 21, 2004 no later than at the close of business, 5: 00 P.M.** Questions may be directed to Marcia Brockbank at (510) 622-2325 or email: mlb@rb2.swrcb.ca.gov.

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**IX. Where to Submit Application**

Mailed or hand delivered hard copy should be sent to:

San Francisco Estuary Project  
Attention: Debbi Nichols  
1515 Clay Street, Suite 1400  
Oakland, CA 94612-1413

Electronic copy must be sent to [dlm@rb2.swrcb.ca.gov](mailto:dlm@rb2.swrcb.ca.gov)

**(Receipt in our office must be by the deadline stated regardless of postmark.)**

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**Attachment 1:**

**Statement of Work: *Development of Regional Water Quality Management Plans***

**Objectives**

This Statement of Work (SOW) includes water quality planning tasks that are intended to build off of organizations' existing water supply planning efforts. The SOW encourages regional cooperation within each of the five regions identified by the CALFED ROD, as well as a transparent planning process that includes stakeholders. The Contractor is expected to develop a plan that describes the water quality status of the region, both as it exists today and as it may exist tomorrow, and to identify strategies to meet both regulatory requirements and CALFED drinking water quality goals. Regional plans must describe how the participating organizations will use the appropriate Equivalent Level of Public Health (ELPH) tools to address regional and CALFED DWQP goals (see the [ELPH diagram](#) and [description](#) for more information). These regional plans will assist the CALFED DWQP in identifying priorities for future efforts, based on the regions' determinations of which strategies need state, regional, and/or local participation and of which strategies have the highest potential to achieve water quality goals.

**Statement of Work**

Using the materials developed by the CALFED Bay Delta Public Advisory Drinking Water Subcommittee referenced above as a guide, contractor must develop a Regional Drinking Water Quality Management Plan that includes short-term and long-term objectives for achieving the goals of the CALFED Drinking Water Quality Program. Regional Drinking Water Quality Management Plans developed as a result of this RFP should be designed to compliment other local and regional water planning efforts including integrated regional water management plans developed in accordance with the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50). The Management Plan should include:

- 1) Summary of existing water supply and water quality planning documents (watershed protection/ source water protection, sources, infrastructure, methods of treatment and future demands) and assessment of existing level of water quality planning.
- 2) Assembly of water quality information on sources of supply, challenges/contaminants (including but not limited to pathogens, bromide, organic carbon, and disinfection byproducts) of existing and future sources, and strategies/treatment technologies.
- 3) A regional conceptual model of water quality, focused on the CALFED ROD target of an "equivalent level of public health protection" in regards to disinfection byproducts,

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utilizing the structure designed by the CALFED BDPAC Drinking Water Subcommittee. This model will be based on current and/or future planned treatment technology, current water quality conditions, current and future water sources and relevant water management changes, watershed/source water protection measures and current regulations. This model will identify any additional contaminants of concern to local and/or regional entities and the degree of risk (either perceived or known). The relevant current and future regulatory challenges related to drinking water quality should also be considered as well as any synergistic relationships related to water quality and water management that might be relevant in the regional planning context.

4) Building on the conceptual model, development of preliminary strategies for addressing water quality problems and identification of the local, regional, and state roles in said strategies, with an emphasis on innovative local and regional strategies.

5) Outreach to and participation by various stakeholder groups (including other local, regional, and state water and regulatory agencies with an interest in water quality as well as NGO's and other community based organizations) to understand and integrate responses to their issues and concerns relative to water quality management and identification of these issues within the plan, including socio-economically disadvantaged communities and vulnerable sub populations (e.g. immune compromised, children, pregnant women etc...) .

**Schedule of Deliverables**

The successful Contractor shall develop a draft outline of proposed activities for the work plan in sufficient detail to specify the type of activity, time-line, budget, and purpose. The draft outline shall be submitted to the ABAG Contract Manager within three weeks following contract award. In response to comments, Contractor shall develop a final outline of proposed activities five weeks following the contract award. The types of deliverables must include the following, as part of the Regional Water Quality Management Plan:

1) An outreach and public involvement plan that covers activities during the process of developing a regional plan, and identifies stakeholders, such as agencies, NGO's and community based organizations including but not limited to socio-economically disadvantaged communities and vulnerable subpopulations.  
[Thirty days after start]

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2) A summary of the current and projected water supply needs and current water quality improvement programs including:

- a description of planning assumptions used by different districts, and;
- assumptions and goals for conservation, recycling, and treatment technologies
- assumptions and goals related to watershed management and/or source water protection efforts.

(this may be from an adopted regional water supply plan, if one exists).

[Sixty days from start]

3) A summary of the water quality information, as described in the Statement of Work (2).

[Ninety days from start]

4) A conceptual model of the region's<sup>1</sup> ability to achieve "an equivalent level of public health protection" as identified by the CALFED ROD and the CALFED BDPAC Drinking Water Subcommittee.

[160 days from start]

5) Descriptions of the regional strategies to achieve "an equivalent level of public health protection" and the role of the local, regional and state entities in those strategies.

[200 days from start]

6) A summary of outreach and stakeholder involvement efforts made during the length of the contract.

[220 days from start]

7) Final Regional Water Quality Management Plan (may be a final draft).

[at close of contract]

8) The Contractor must make a formal presentation of findings to the CALFED Drinking Water Quality Program.

**Relevant Qualifications**

The Contractor must have appropriate knowledge of the CALFED Bay-Delta Program, its goals, programs, activities, and the CALFED long-term plan adopted in the Record of Decision on August 28, 2000. The Contractor must be able to work productively and harmoniously with CALFED, ABAG, CALFED agency staff, and diverse public and private

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<sup>1</sup> "Region" as defined by Contractor.



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organizations. The Contractor must have experience in water supply planning and in water quality issues.

**Attachment 2: Sample Contract**

**ASSOCIATION OF BAY AREA GOVERNMENTS**

**CONTRACT FOR SERVICES**

This Contract is made and entered into effective \_\_\_\_\_, by and between the Association of Bay Area Governments (ABAG), a public entity formed under the California Joint Exercise of Powers Act, Government Code Sections 6500, et seq., and \_\_\_\_\_, Contractor.

**1. Purpose of Contract**

The actions that are the subject of this Contract are being undertaken by the Contractor pursuant to funding from the California Department of Water Resources (DWR), for the purpose of implementing the California Bay-Delta Authority (CALFED) Science Program (Drinking Water Quality Program). All actions described in this Agreement shall be consistent with the purpose for which the funds have been awarded.

**2. CALFED Defined**

As used in this Contract, "CALFED" means the consortium of state and federal agencies described in California Water Code section 78501, including those additional agencies as described in the Programmatic Record of Decision dated August 28, 2000, as well as other agencies that will participate in implementing the CALFED programmatic plan.

**3. Employment of Contractor**

ABAG agrees to engage Contractor and Contractor agrees to undertake, carry out, and complete in a satisfactory and proper manner certain work and services set forth in the attached Exhibit A, Scope of Work, which is incorporated herein. Contractor will provide

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ABAG a resume for key staff who provide consulting services.

**4. Time of Performance**

Contractor shall begin performance of the services set forth in attached workplan and schedule as soon as possible after the execution of this Contract. Such services shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all such services shall be completed by May 30, 2005.

**5. Independent Contractor**

Contractor renders services under this Contract as an independent contractor. None of Contractor's agents or employees shall be officers, agents or employees of ABAG, the State of California, or the Department of Water Resources, unless otherwise agreed to by ABAG.

**6. Subcontractors**

Contractor is fully responsible for all work performed under this Contract including subcontracted work. Subcontract terms and conditions must include all applicable contract terms and conditions as provided herein. Subcontractor agreements require prior approval by ABAG, unless the subcontract is already part of the Contract. Any amendments to subcontracts must be approved by ABAG. In obtaining additional subcontracts, the Contractor must obtain at least three (3) competitive bids, or comply with the provisions of Government Code Sections 4525 et seq., as applicable, or provide written justification for nonfulfillment of these requirements. Upon termination of any subcontract, ABAG shall be notified immediately. All subcontracts for consulting services will require a resume of the consultant.

**7. Compensation and Method of Payment**

Contractor shall be compensated for all services to be rendered under this Contract at a total cost not to exceed \$\_\_\_\_\_ (dollars). No funds will be disbursed to

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Contractor without (1) an executed copy of the Contract; (2) receipt of an original invoice with supporting documentation; and (3) receipt and satisfactory completion of, or progress toward completion of, deliverables and/or phases of work as set forth in this Contract, including quarterly financial and programmatic reports. The compensation by ABAG to Contractor shall be payable as set forth in attached Exhibit B, Budget and Invoicing Procedures, which is incorporated herein. Contractor shall be paid in arrears, based upon invoices submitted in accordance with Exhibit B. ABAG will pay invoices within 14 days of receiving payment from DWR.

**8. Dispute Resolution**

Any claim that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation or extension of time, shall be submitted to ABAG within thirty (30) days of its accrual. ABAG shall consult with the CALFED Program and the Department of Water Resources, attempt to negotiate a resolution with Contractor, and if appropriate process an amendment to this Contract to implement the terms of any such resolution.

**9. Termination**

A. Termination for cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if Contractor shall violate any covenants, conditions, contracts, or stipulations of this Contract, then ABAG, in consultation with DWR, may terminate this Contract by giving not less than five (5) days prior written notice of such termination which specifies the effective date thereof. Upon termination under this paragraph, all unfinished or finished documents, data, studies, surveys, computer discs, computer tapes, drawings, maps, models, photographs, reports, and other materials, prepared by Contractor, if any, under this Contract, shall become DWR's property and Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents and this Contract to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to ABAG for damages sustained by ABAG by virtue of any

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breach of the Contract by Contractor, and ABAG may withhold any payment to Contractor for the purpose of set-off until such time as the exact amount of damage due ABAG from Contractor is determined.

B. Termination for convenience. ABAG may terminate this Contract at any time by giving not less than thirty (30) days prior written notice of termination to Contractor, which shall specify the effective date thereof. Upon termination under this paragraph, all finished or unfinished documents and other materials described in paragraph (a) shall become DWR's property. If the Contract is terminated by ABAG as provided in this paragraph, Contractor shall be paid in an amount which bears the same ratio to the total compensation as services actually performed bear to the total services of Contractor covered by this Contract, less payments of compensation previously made; provided that, if this Contract is terminated due to the fault of Contractor, only the paragraph relative to termination for cause shall apply.

C. Force Majeure. The performance of work under this Contract may be terminated by ABAG, in its discretion, upon application therefore by Contractor for unforeseen causes beyond the control and without the fault or negligence of Contractor, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible Contractor's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of Contractor to foresee or make preparation in defense against.

10. Hold Harmless. Contractor shall hold harmless, defend at its own expense and indemnify ABAG, the CALFED agencies, the State of California, the Resources Agency, the Department of Water Resources, (collectively, Indemnitees) and their officers, agents, and employees against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from all acts or omissions to act of Contractor or his

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officers, agents, or employees in rendering services under this Contract, excepting liability, claims, losses or damages based solely on Indemnitees' acts or omissions.

11. Insurance Requirements. Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of this Contract the insurance coverages set forth in Exhibit C, Insurance Requirements, which is hereby made part of this Contract.

12. Nondiscrimination

Contractor, with regard to the work performed under this Contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of services, materials and leases of equipment.

13. Waiver

The waiver by ABAG of a breach by Contractor of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of a different provision of this Contract.

14. Assignment

This Contract shall not be assigned, transferred, hypothecated or pledged by Contractor without prior written consent of ABAG, which consent shall not be unreasonably withheld.

15. Amendment

This Contract may only be amended by a written amendment signed by both parties.

16. Entire Agreement

This Contract is entire as to the services to be rendered under it. This Contract supersedes any and all other contracts either oral or in writing between ABAG and Contractor with respect to the subject matter hereof and contains all of the covenants and contracts between the parties with respect to such matters. ABAG and Contractor

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acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made to any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contracts, statement, or promise not contained in this Contract shall be valid or binding.

**17. Conflict of Interest**

A. Contractor covenants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any manner or degree with its performance of services as required under this Contract. Contractor further covenants that in the performance of this Contract, no person having any interest shall be employed by it. Contractor shall comply with all applicable State laws and rules pertaining to conflict of interest including, but not limited to, Government Code section 1090 and Public Contract Code section 10410 and 10411. **Contractors involved in reviewing proposals for technical merit will be required to verify that they have no direct or indirect financial interest in any proposal they will evaluate. Contractor may be** required to file a Statement of Economic Interests (F.P.P.C. FORM 700) with the Department of Water Resources if the scope of their work is determined to qualify them as a consultant under the Political Reform Act.

B. Form 700 Disclosure: The Department considers the Contractor and their key staff and some of its proposed subcontractors to be a “consultant,” i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code sections 82048 and title 2, California Code of Regulations section 18701. Accordingly, the Contractor, the Contractor’s key staff, and those subcontractors and their key staff determined to be consultants, shall complete and submit to the DWR Personnel Officer a Form 700, Statement of Economic Interest, within 30 days of the effective date of the contract, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for the disclosure category number from DWR’s Conflict of Interest Code default category for consultants which is 1. Bidders/Applicants may access

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the Form 700 on the Fair Political Practices Commission website, [www.fppc.ca.gov](http://www.fppc.ca.gov). Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). All consultants will also be required to submit a leaving office statement upon completion of all contract assignments.

C. Financial Conflict of Interest Prohibition: Contractor must review the Form 700's filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code section 87100. Government Code section 87100 provides:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

D. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:

- (1) Failure to complete and submit all required Form 700(s) within the 30-day period as required in paragraph A above, or respond to any request from the DWR Personnel Officer for additional information regarding the Contractor's Statement of Economic Interests ;
- (2) Failure to notify DWR of a potentially disqualifying conflict of interest;
- (3) The determination by DWR or the Contractor that any individual, who is a contractor or subcontractor key staff member, has a financial interest which could

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result in a violation of Section 87100; however, DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

**18. Notices**

Any notices, demands, or elections required or permitted to be given or made here under shall be in writing, shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

**ABAG**

San Francisco Estuary Project  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
Attn.: Marcia Brockbank (510) 622-2325  
Email: mlb@rb2.swrcb.ca.gov

and

**Contractor:**

**19. Audit/Access to Records**

Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles in effect on the date of execution of this Contract. Audits conducted under this provision shall be in accordance with generally accepted audit standards and with established procedures and guidelines of the reviewing audit agencies. Contractor agrees to disclose all information and reports resulting from access to records under this clause.



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**20. Binding on Heirs**

This Contract shall be binding upon the heirs, successors, assigns, or transferees of ABAG or Contractor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Contract other than as provided above.

**21. CALFED Project Terms and Conditions**

The following additional terms and conditions may apply, depending on the nature of the actions to be accomplished under the Contract.

**A. Acknowledgement of Credit**

Contractor shall include appropriate acknowledgment of credit to ABAG, the CALFED Program, the Department of Water Resources, and all cost-sharing partners for their financial support when using any data and/or information developed under this Contract.

**B. Project Tracking**

Contract shall provide a program schedule with sufficient detail to track the work and include interim milestones for each major component of the work. The program schedule will identify environmental compliance and permitting tasks. The objectives of the project shall be stated and quantified in terms that are readily measurable. The schedule shall be accompanied by a time-phased projection of expenditures whose total equals the project budget.

Within ten (10) days after the end of each month, Contractor shall submit to ABAG a schedule update showing the percent complete for each activity, and a statement of current expenditures and forecast of any changes to the approved schedule or budget. This information is to be submitted by ABAG to the CALFED Program.

**C. Monitoring**

Contractor acknowledges that it will be required to submit and comply with a project

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monitoring plan, or if research, a quality assurance program plan (QAPP). Any project monitoring plan will be prepared consistent with the programmatic mitigation monitoring plan in the CALFED Programmatic Record of Decision. Contractor agrees to submit the plan for review and approval by the CALFED Program prior to commencing any data collection. The plan should incorporate peer review of the initial plan and analysis of the results. Contractor agrees to submit, at a minimum, an annual written monitoring report presenting findings and addressing project progress. Contract agrees to transmit all data in electronic form to ABAG. ABAG will transmit the data to the CALFED Program.

**D. Project Presentations**

Contractor acknowledges that it may be required to provide ABAG or the CALFED Program an oral or written presentation regarding project status and findings at least once annually, upon request.

**E. Peer Review**

Contractor acknowledges that CALFED may establish peer review panels to review and comment on the Contractor's work products or deliverables.

**F. Environmental Documentation**

Contractor must submit copies of all final permits, documents, and approvals necessary for the project, to ABAG prior to undertaking any work requiring such permits, documents, and approvals. If work is to take place on property not under the control of Contractor, then prior to proceeding with work, Contractor shall provide advance written consent of the landowner to ABAG.

**G. Rights in Data**

- a. **Rights in Data**: DWR has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this contract; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of DWR.

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- b. **Copyright**: All rights in copyright works created by Contractor in the performance of work under this contract are the property of DWR. DWR shall grant Contractor a royalty-free, non-exclusive, non-transferrable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial, purposes.
- c. **Patents**: Contractor agrees to promptly disclose all new or useful arts, discoveries, improvements, or inventions, whether or not patentable, to DWR. Contractor hereby assigns and agrees to assign to DWR its entire right, title, and interest worldwide in such invention or discovery and any associated intellectual property rights. Contractor agrees to execute, at DWR's request, any documents necessary to transfer or assign such rights, including patent rights to DWR. DWR shall grant Contractor a non-exclusive, non-transferable, irrevocable, paid-up, worldwide license to practice such invention or discovery.
- d. **Intellectual Property Indemnity**: Contractor will defend and indemnify DWR from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees for attorneys and other professionals) to the extent arising out of any third party claim solely arising out of the negligent or other tortious acts or omissions by the Contractor, its employees, or agents, in connection with intellectual property claims against either deliverables or the Contractor's performance thereof under this Contract,

22. **Other Contract Provisions**

This Contract shall be subject to the Standard Contract Provisions as set forth in Exhibit D, which is incorporated herein by this reference.

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IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

Dated: \_\_\_\_\_ CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_  
(Tax ID no.)

\_\_\_\_\_  
Telephone

Dated: \_\_\_\_\_ ASSOCIATION OF BAY AREA GOVERNMENTS:

\_\_\_\_\_  
Eugene Y. Leong, Executive Director

Approved as to legal form and content:

\_\_\_\_\_  
Kenneth K. Moy, Legal Counsel  
Association of Bay Area Governments

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**CONTRACT EXHIBIT A**

**SCOPE OF WORK**

**EXHIBIT B**  
**BUDGET AND INVOICING PROCEDURES**

Contractor shall prepare and submit to ABAG monthly for approval a statement of work performed in that period under this Contract indicating the number of hours worked under the appropriate task.

Invoice must include total amount of cost being billed for the statement period; costs for staff identified including man-hours worked under the appropriate task; a description of the work performed, identifying appropriate milestones, operating costs and subcontractor's name, if applicable. Copies of documentation supporting subcontractor's costs, such as paid invoices, payroll entries, or bills of materials must be included.

Other Direct Costs are to be invoiced at cost with supporting documentation. No costs should exceed the budgeted limits delineated above without a contract amendment. ABAG will pay undisputed invoices within 14 days of receiving payment from DWR.

**Total Amount of Contract Not to Exceed**

## **CONTRACT EXHIBIT C**

### **INSURANCE REQUIREMENTS**

**1. COVERAGE REQUIREMENTS (Insurance required will depend on type of activity being subcontracted.)**

**A. Workers Compensation Coverage**

If Contractor employs any person to perform work in connection with this Contract, Contractor shall obtain Workers Compensation Insurance Coverage for all its employees as necessary to comply with the Laws in the State of California.

**B. Automobile-General Liability**

If Contractor operates any vehicles in performing services under, or in connection with this Contract, Contractor shall obtain Automobile-General Liability Insurance for bodily injury/property damage with limits not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence.

**C. Professional Errors and Omissions**

If Contractor performs any services under or in connection with this Contract requiring it to hold a license or permit in any one or more of the fields of accounting, architecture, engineering, law or medicine in connection with this Contract, Contractor shall obtain Errors and Omissions Insurance, on an occurrence basis, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

All of the policies referenced in Paragraph 1 shall be in a form and by insurance companies acceptable to ABAG. Contractor shall pay all premiums for such insurance and deliver such policies, or certified copies, to ABAG. Each insurer shall agree by endorsement upon the policies to give thirty (30) days prior written notice to ABAG before such insurance is altered or canceled. All insurance referenced in Paragraph 1 shall be primary.

**Evidence of Insurance.** Promptly upon execution of this Contract, Contractor shall deliver to ABAG certificates of insurance evidencing the above insurance coverages. Such certificates shall make reference to all provisions or endorsements required herein and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by ABAG, to make available at any time copies of such policies certified by an authorized representative of the insured.

**CONTRACT EXHIBIT D**

**STANDARD CONTRACT PROVISIONS**

1. Conflict of Interest. No employee, officer, or agent of ABAG shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of his or her immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.

ABAG's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

Contractors may be required to file Statements of Economic Interests (F.P.P.C. Form 700) with the California Department of Water Resources if the scope of their work is determined to qualify them as a consultant under the Political Reform Act.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Extensions of Time. The granting of or acceptance of extensions of time to complete performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of this agreement.

Headings. The descriptive headings used in this agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

5. Prohibited Interest. Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

6. Records/Audit. Contractor shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG in accordance with generally accepted accounting principles. Contractor shall permit authorized representatives of ABAG and/or



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any of ABAG's governmental grantors to inspect, copy, and audit all data and records of Contractor relating to its performance of services under this agreement. Contractor shall maintain all such data and records intact for a period of not less than three (3) years after the date that services are completed hereunder or this agreement is otherwise terminated.

Remedies Cumulative. The remedies conferred by this agreement upon ABAG are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

Severability. Should any part of this agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect; provided that, the remainder of this agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.